VI. FORMS

The forms listed in this section should be used to complete the order/contract issued under the Information Technology Consulting Services MSA. State agencies must follow their own individual procedures for completing the appropriate Standard Agreements and Transmittal Forms.

- A. Master Services Agreement Order Form, GSOP-206
- B. MSA Hiring Contract Data form
- C. Ordering Agency MSA Performance Report form

REFERENCE DOCUMENT

Copy of the Contractors MSA Contract = Std. 2 Standard Agreement + terms and conditions agreed to between DGS and each awarded Contractor.

MSA ORDER FORM

MASTER SERVICES AGREEMENT ORDER GSOP-206 (REV. 11/94)

1. Service Requested By:		2. Mail &	Bill To:		3. 4	Agency Billing	Code		
					4. /	Agency Order N	lumber		
5. Vendor Name And Address						ndor: This Num Date	nber Must b		Type of Order
						//			New Amendment
								()	Termination
Service Period From: To:					8.	Agency User/ Name	Project Co	ntact: Pho	ne.#
						rvanic		1 1101	iic ii
Vendor # S/B EIH accordance with the terms and conditions set forth in the		ervices Agree	ment, we desire the I	nformation Tec	chnolog	ov services listed	l below:		
9. Category (I, II, or III), Classification	10. Esti		11. Hours	12. Numbe		13. Total		CIAL	USE ONLY
Level and Title, plus Individual's Name	Star	t Date	Per Day	of Days		Hours			
							14. Rate		15. Cost Extension
							====		=====
OFFICIAL USE ONLY I hereby certify upon my personal knowledge			priate Department on 4832 MUST BI			fined in	17. TOT		
that the expenditures are necessary to perform			ily appointed and			ent personnel			natters described
functions stated, that I am authorized to sign	on he	erein confor	m with the criteri	a and proced	ures o	of EDP Service	e Contracts	s presc	ribed in S.A.M.,
behalf of this Agency, and that I authorize t expenditures.			ources cannot be the to the best of m		reaso	n(s) stated on	attached	Std. F	orm 15; and the
SIGNATURE OF OFFICER DATE			OF PERSONNE				DATE		
DEPT. OF GENERAL SERVICES	I1	nereby certif	y upon my own po	ersonal know	ledge t	that budgeted f	funds are a	vailabl	e for the period
PROCUREMENT USE ONLY	ar	nd purpose o	f the expenditure	stated above.	_	C			•
	S	GNATURE	OF ACCOUNTI	NG OFFICE	R		DATE		
	18	3. Appropria	tion	Line Ite	m Allo	otment		T.B.	A. Number
		Function		Fund				D D	Number
		runction		rulia				D.K.	Number
	Fi	scal Year	Statues	Item	Cha	pter Encu	ımbrance		encumbrance.
								+	
L					I				

DGS/PD/MACS Master Agreement (12/01) MSA Hiring Contract Data

Date:/
MSA Contract Number:MSA Contractor Name:
Ordering Agency Name:
Ordering Agency Contract # & Contact Person:
Voice Number: Fax Number:
E mail address:
Name of Service Category/Subcategory & #(s):
Points assigned to the evaluation criteria should be based on the statement of work for the project. (Additional criteria can be added to the ones listed below.) Contractor #:
Contractor Name
Experience
(Max # of Points)
Experience of staff and or
subcontractors
(Max # of Points)
Total Cost of Project
(Max # of Points)
Ability to meet
timeframes for project
(Max # of Points)
Total Points
(Max # of Points)
Name of the Selected Contractor: Justification:

Attach additional pages, if necessary

Section VI, Forms Page 3 of 30 Effective: 12/19/01

DGS/PD/MACS Master Agreement (12/01) Ordering Agency MSA Performance Report

GENERAL INFORMATION Date: ____/____ MSA Contract Number:_____ MSA Contractor Name: _____ Ordering Agency Name:_____ Ordering Agency Contract # & Contact Name: Voice Number: _____ Fax Number: _____ E mail address: Name of Service Category/Subcategory & #(s):_____ Α. **OUTSTANDING PERFORMANCE** Have you hired this Contractor previously? Yes_____ No____ Provide a brief explanation of the situation and what was done by the contractor that made their work outstanding: PROBLEM REPORTING B. Has the problem been resolved? Yes No Provide a brief explanation of the situation that resulted in the problem: How was the problem resolved? (Please provide a brief explanation)

Attach additional pages if necessary

Reference: This is a copy of the MSA Contract = Std. 2 Standard Agreement + terms and conditions agreed to between DGS and each awarded Contractor. Ordering agencies should get a copy of the signed agreement from the Contractor.

STANDARD AGREEMENT -- APPROVED BY THE ATTORNEY GENERAL

STANDARD AGREEMENT -- APPROVED BY THE ATTORNEY GENERAL

CONTRACT NUMBER

AM. NO.

STD. 2 (REV. 5-91)				TAX	PAYER'S F	EDERAL EMPLOYER	IDENTIFICATION NUMBER
THIS AGREEMENT, made and e in the State of California, by an			, 2001, igh its dul	y elec	ted or a	ppointed, qualifi	ed and acting
TITLE OF OFFICER ACTING FOR STATE		AGENCY				. hereafte	r called the State, and
MANAGER, ACQUISITION	IS BRANCH,	Department Procuremer				,	
CONTRACTOR'S NAME						, hereafte	r called the Contractor.
WITNESSETH: That the Contractor hereinafter expressed, does hereby Contractor, amount to be paid Contractor, amount to be paid Contractor. This agreement is to provide IT Consecutive Exhibit A – General Provisions*, Consecutive Exhibit B – Information Technologe Exhibit C – Information Technologe The following Exhibits, Attachments Schedule, Attachment 2= Job Duty Son The Term of this Agreement is The website for the "*" items is: http://doi.org/10.1001/html.	r agree to furnish to the St tractor, time for performar sulting Services under RFP GSPD-401 (Revised and Eff gy, General Terms and Congy, Personal Services Speciand Addendum are hereby tatement, Attachment 3= Gi	ate services a nce or comple MSA 01 MA-0 fective 01/01/2 ditions* (Effec al Provisions-2 incorporated b lossary to	and materia ation, and and 01 to State a 2001) ctive 03/27/0 Attached pa by reference	Is as f ttach p and Lo (00) ges and n	follows: (plans and peal Agender) to	(Set forth service to I specifications, if a cies in the Categorie	o be rendered by any.) es awarded per Exhibit C.
The provisions on the reverse sin WITNESS WHEREOF, this agree				n the	date first	above written.	
STATE OF	CALIFORNIA					CONTRACTO)R
AGENCY Dept. of General Services, Pro	ocurement Division, MA	AC Section	CONTRAC	TOR ((If other tha	an an individual, state partnership, etc.)	whether a corporation,
BY (AUTHORIZED SIGNATURE)			BY (AUTHO	ORIZED	SIGNATU	RE)	
PRINTED NAME OF PERSON SIGNING JANICE KING			PRINTED N	IAME A	AND TITLE	OF PERSON SIGNING	3
TITLE MANAGER, ACQUISITION	IS BRANCH		ADDRESS				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$.00	PROGRAM/CATEGORY (CO	DE AND TITLE)		FUN	ID TITLE		Department of General Service Use Only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$.00	(OPTIONAL USE)						
	ITEM		CHAPTER	STA	TUTE	FISCAL YEAR	
TOTAL AMOUNT ENCUMBERED TO DATE \$.00	OBJECT OF EXPENDITURE	(CODE AND TIT	TLE)				
I hereby certify upon my own personal kare available for the period and purpose			T.B.A. NO.		B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER				DATE			1
>							
CONTRACTOR	CTATE ACENCY	DEDT OF CEN	055	001	TROLLER	•	

1. General Provisions – Modifications

a. <u>Order of Precedence</u> – Paragraph 11 of the General Provisions effective 01/01/2001 is hereby deleted and the following substituted therefore:

In the event of any inconsistency between the articles, attachment, specifications or provisions which constitute this contract, the following order of precedence shall apply:

- 1. Exhibits C then B;
- 2. contract form, i.e., Purchase Order, Standard Agreement, etc. and any amendments thereto;
- 3. General Provisions (01/01/01);
- 4. All other attachments incorporated herein by reference;
- 5. Specifications/Statement of Work/Work Authorizations

2. General Terms and Conditions -- Modifications

a. <u>Liabilities for Damages</u> – Paragraph 3 of the Information Technology, General Terms and Conditions effective 03/27/00 is hereby deleted and the following substituted therefore:

The Contractor shall be relieved from liability with respect to the performance of work as outlined in each MSA Order when the State agrees the ordered service has been satisfactorily completed.

Except for liability for injury to persons or damage to property, the Contractor will be liable for damages only to the extent of the greater of the cumulative to date amount of this Agreement or the total amount of the specific MSA Order(s).

IN NO EVENT WILL THE CONTRACTOR OR THE STATE BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED HEREIN SHALL LIMIT CONTRACTOR'S LIABILITY FOR PERSONAL INJURY AND DAMAGE TO PROPERTY CAUSED BY CONTRACTOR'S NEGLIGENCE OR TORTUOUS ACT.

Neither party to this Agreement shall be liable for damages resulting from delayed or defective performance when such delays arise out of causes beyond the control and without the fault or negligence of the offending party. Such causes may include, but are not restricted to, Acts of God or public enemy, acts of the State in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

3. Contractor Evaluation

In accordance with the California Government Code, a Contractor Performance Evaluation will be completed within the guidelines of the State Administrative Manual, Section 1283. The State contracting agency, upon contract completion, will complete and forward the Contractor Evaluation (std.4) to the Department of General Services.

MSA Special Terms and Conditions

4. General

- a. The purpose of this document is to define the terms and conditions for Contractor services to be ordered, establish the responsibilities for accomplishing these services, and prescribe the payment thereof.
- b.For the work that has been clearly identified in the Master Services Agreement Orders, as described below, define and authorize such work on a Fixed Price basis, with a guarantee of order completion.

Statement of Work

- a. Contractor shall make available to the State technically competent personnel for the purpose of providing the services required to accomplish the tasks prescribed in the Master Services Agreement Orders and supporting documentation, in the manner described therein. Each task will be considered complete when the completion criteria, as defined in the applicable Master Services Agreement order, are met.
- b. Each Master Services Agreement order contains, as a minimum, the Category, classification level & title, the estimated starting date, the scheduled completion date, and a Fixed rate for the task. The supporting documentation includes a Statement of Work which contains, at a minimum, a description of the task, a statement of the Contractor's responsibilities, completion criteria, and a list of the deliverables.
- c. The Contractor agrees to perform the services for which they are responsible, to accomplish this work in the manner and in the time stated in the Master Services Agreement Order and supporting documentation, and to provide the deliverable items as required. This performance is predicated, however, on the State meeting its responsibilities in the time and manner described in the Statement of Work.

Master Services Agreement Orders

- a. Master Services Agreement (MSA) Orders as shown in the attached Exhibit IV-8 (GSOP 206) will be submitted by the State to the Contractor for the purpose of ordering services under this Agreement.
- c. The Contractor will only commence services for MSA Orders or an amendment(s) which contain all written approvals, including the Personnel Officer, the Accounting Officer, and the authorized approval authority.
- d. Personnel resources will not be expended (at a cost to the agency) in excess of the manhours stated on the MSA Order unless the additional work was wholly unanticipated and not identified in the Statement of Work, but which in the opinion of both parties is necessary to the accomplishment of the general scope of work outlined. In such situations, the MSA Order may be amended by mutual agreement to increase the work hours and/or term. The Statement of Work shall be amended to reflect the additional activity, deliverables (if any), and responsibilities.

5. Funding

The State's obligation is payable only and solely from funds appropriated for the purpose of the applicable Master Services Agreement Order. The State's monetary obligation under this Agreement in subsequent fiscal years is subject to and contingent upon availability of funds appropriated for the purpose of the applicable Master Services Agreement Order.

6. Control and Supervision

- a. The services provided by the Contractor to accomplish the Statement of Work shall be under the control, management, and supervision of the Contractor who is responsible for meeting the needs of the State agency requiring the service. The State shall monitor the progress and approve the results of the Contractor. It shall be the State's sole determination as to whether a deliverable and/or order has been successfully completed.
- b. Unless otherwise specified, the MSA Order Form, Statement of Work, and any other attached documents shall define and authorize work on a Fixed Price basis, with a guarantee of task completion.
- c. To the extent that additional work not foreseen at the time the original MSA Order form was executed, an amendment(s) to the MSA Order Form, will be the means for defining and authorizing such work on a Labor Hour basis.

7. Personnel

- a. Contractor personnel shall perform their duties on the premises of the State, during the State's regular workdays and normal work hours, except as specifically agreed to otherwise by the State. There will be no increase in hourly rates for such extended hours or days.
- b. Contractor personnel must be available to interview and work Statewide. There shall be no increase in hourly rates for different locations. Contractor costs related to items such as travel and per diem are the responsibility of the Contractor. The State shall not pay for such costs as part of this contract nor as a separate item. The only exception will be when travel to multiple State sites which are not located in the same city or general vicinity, is required as part of the job and specified on the Statement of Work. Under this exception payment to the Contractor shall be governed by the same rules as "excluded" State employees for comparable State positions. All travel must be pre authorized by the Ordering agency for each occurrence. The exception does not pertain to on-site interviews.
- c. The State reserves the right to disapprove the continuing assignment of Contractor personnel provided to the State under this Agreement. If the State exercises this right, the Contractor must terminate the personnel from the individual order within three (3) working days of notice by the State.
- d. The Contractor will make every effort consistent with sound business practices to honor the specific requests of the State with regard to assignment of its employees; however, subject to paragraph (c) above, the Contractor reserves the sole right to determine the assignment of its employees. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will provide

comparable substitute personnel. If such replacement personnel are not made available within ten (10) working days, another vendor will be asked to replace these persons. Any additional expense incurred in transitioning

the new personnel will be charged to the original Contractor up to the total billable time of the Master Services Agreement Order. The Contractor may not otherwise substitute personnel without the State's prior written consent as evidenced from an approved amendment to the Master Services Agreement Order. The State will not unreasonably withhold consent.

e. In recognition of the fact that Contractor personnel providing services under this Agreement may perform similar services from time to time for others, this Agreement shall not prevent Contractor from performing such similar services or restrict Contractor from using the personnel provided to the State under this Agreement, providing that such use does not conflict with the performance of services under this Agreement.

8. Responsibilities of the State

- a. The State shall provide normal office working facilities and equipment necessary for Contractor performance under this Agreement.
- b. The State is responsible for providing required information, data, documentation, and test data to facilitate the Contractor's performance of the work.
- c. The Master Services Agreement Order will identify the State Official responsible for overseeing the Contractor's performance and completion of the requested services, and to whom all communications relative to those services be addressed.
- d. Delay or failure by the State to fulfill the above described responsibilities, preventing the Contractor from performing in accordance with the applicable MSA Order and supporting documentation, may result in deviations from previously agreed upon work schedules. Should the Contractor determine that a delay exists, or is probable due to failure of the State, the Contractor will notify the State in writing immediately. Communications should be addressed to the individual specified in the paragraph below.
- e. In cases where issues cannot be resolved with the individual identified in Article 8.c immediately above, the MSA Coordinator at Department of General Services Procurement Division is the individual to whom all communications relative to this Agreement will be addressed

9. Contractor Responsibilities

- a. Contractor must provide, in one single submission, all appropriate personnel resumes to the requesting State agency within the time frame stipulated. The State shall determine whether Contractor personnel are acceptable to the requesting agency.
- b. Contractor candidates must be available for interview within five (5) working days of request for interview by the agency.
- c. The Contractor personnel must be available to report for and start work within two (2) weeks of being accepted by the agency.

d. Contractor personnel shall not commence work until authorization has been received from the authorized approval authority.

10. Contractor Reporting for MSA

The Contractor shall deliver to the Department of General Services, Procurement Division, MAC Unit no later than the fifteenth (15th) day of the month following the end of a calendar quarter for which the data is compiled, a management report summarizing information for each agency and each Order within the reporting period. The format of the report shall be determined by the Department of General Services, Procurement Division, MAC Unit after contract award and shall be subject to change upon thirty (30) days notice from same. Reports are to be provided quarterly unless otherwise indicated by the Department of General Services Procurement Division. The report is to be sorted by State agency name and then by date. Each line of the report should represent one MSA Order form GSOP-206, and contain the following information:

- ♦ Agency Name
- ♦ Agency Location
- ◆ GSOP-206 Order Number
- ♦ Order term
- ♦ Agency billing code for the Order
- ♦ Classification, Level & Title
- ♦ Hourly rate
- ♦ Name of Contractor hired
- ◆ Total dollars approved for Order
- ◆ Title of MSA IT Consulting Services MSA 01 MA-01

The end of the report shall contain a cumulative summary section which recaps 1) associated Order numbers by agency, and if the Contractor is no longer working on the Order, the last day the Contractor worked; 2) Order numbers and contact dates for which the Contractor was unable to provide resumes; and 3) hours worked by Category within each contract year.

11. Reporting, Invoicing, and Payment for Services

a. The Contractor shall provide, at the agency's option, a weekly written and oral status report, including a review of current and subsequent weeks' work plans and an analysis of any problems previously encountered and still unresolved or anticipated to be encountered. These reports will be made to the agency representative named in the MSA Order and to any personnel deemed appropriate by the agency.

b. All invoices for services as reflected on MSA Orders shall be submitted to the agency for payment. Each such invoice shall reflect the number of hours worked by each classification of Contractor personnel and the applicable billing rates. The maximum amount invoiced shall not exceed the amount identified on the applicable MSA Order. In no case shall the hourly rates exceed those identified in Attachment I for the particular type of service.

For MSA Orders that do not specify progress payments and for separately identified tasks whose benefits of completion can be fully utilized without the completion of subsequent tasks, the Contractor may invoice the agency after successful completion of the Order or separately identified task.

For the MSA Orders where progress payments are specified, the agency will withhold from payment an amount equal to the product obtained by multiplying the percentage of withhold as identified in the MSA Order by the total charges applicable for the specified interval. In all cases, not less than ten percent (10%) of the total cost shown on the MSA Order shall be withheld pending final completion of the MSA Order. If separate and distinct tasks have been identified by the agency, any funds withheld with regard to that specific task may be paid upon successful completion of that task provided the benefits of completion of that task can be fully utilized without the completion of subsequent tasks.

In addition, for MSA Orders where progress payments are specified, the contractor may invoice the agency, in arrears, only at the intervals specified in the MSA Order (i.e. by Task, Monthly, Quarterly) for the labor hours expended. The progress payment amounts must be based on services rendered and, to the extent practicable must be keyed to deliverables and/or clearly identifiable stages of progress as reflected in written reports that have been submitted to the agency. The agency may require that the invoices be prepared in such a way that the total shown on the invoice is the actual amount to be paid and the amount of the withhold has already been subtracted. Upon successful completion of the MSA Order, the contractor may invoice the agency for any withheld amounts not included in the totals of any previously submitted invoices.

12. Contracts In Excess of \$200,000

For contracts in excess of \$200,000, contractors shall give priority consideration in filling vacancies in positions funded by this contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 (Public Contract Code 10353).

13. Federal and Special State Regulations and Policies

Since this is a Master contract, any State agency can place an order. The Contractor must be aware of and adhere to federal laws and regulations plus any special regulations and policies that the State and individual State agencies may have, including unique hiring and admittance requirements such as are required by the California State Department of Corrections.

14. Federal Funding

It is mutually understood that MSA Orders may involve federal funding. If sufficient funds are not made available by Congress to the State agency submitting the order, the agency has

the option to void the order under a thirty (30) day cancellation provision or to amend the order to reflect any reduction of funds.

15. Exclusion for Conflict of Interest

No consultant shall be paid out of State funds for developing recommendations on the acquisition of IT products or services or assisting in the preparation of a feasibility study, if that consultant is to be a source of such acquisition or would otherwise directly and/or materially benefit from the State adoption of such recommendations or the course of action

recommended in the feasibility study. Further, no consultant shall be paid out of State funds for developing recommendations on the disposal of State surplus IT products if that consultant would directly and/or materially benefit from State adoption of such recommendations.

16. Follow-On Contractors

No person, firm, or subsidiary thereof who has been awarded a consulting services contract, or a contract which includes a consulting component, may be awarded a contract for the provision of services, delivery of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a State agency to develop a feasibility study or provide formal recommendations for the acquisition of IT products or services is precluded from contracting for any work recommended in the feasibility study or the formal recommendation.

17. Current State Employees

No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.

As stated in Public Contract Code Section 10410, no officer or employee shall contract on their behalf as an independent contractor with any State agency to provide goods or services.

18. Former State Employees

For the two (2) year period from the date the former State employee left State employment, no former State officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning arrangements or any part of the decision making process relevant to the contract while employed in any capacity by any State agency (Public Contract Code Section 10411).

For the twelve (12) month period from the date the former State employee left State employment, no former State officer or employee may enter into a contract with any State agency if they were employed by that State agency in a policy making position in the same general subject area as the proposed contract within the twelve (12) month period prior to their leaving State service.

19. Employment

The State and the Contractor both agree that neither will endeavor to influence the other's employees to seek employment with the other's establishment.

20. Additional Termination Provisions

- a. The State may terminate the contract and be relieved of the payment of any consideration to the Contractor if the Contractor fails to perform in the manner and at the time specified in the contract and/or MSA Order.
- b. The State shall have the option to terminate, as applicable, any individual MSA Order at any time during the contract period, should the Legislature fail to appropriate sufficient funds for the continuance of the contract or individual MSA Order(s) in the fiscal year as specified in paragraph 5, Funding..
- c. The State shall have the option to terminate any Contractor's entire MSA contract without penalty to the State if that Contractor should offer a candidate who does not meet the minimum qualifications and/or requirements stated in the RFP from which this contract resulted.
- d. Should the Contractor be unable to provide resumes for qualified candidates on three requests within a sixty day period, the State reserves the right to terminate the Contractor's entire MSA contract without penalty to the State.
- e. Should it be found that Contractor-provided personnel hired to perform a job do not possess the skills advertised for the position or have work habits which are not in conformance with those normally required of State personnel, the State reserves the option to terminate the Contractor's entire MSA contract without penalty to the State.
- f. The State reserves the option to terminate specific Contractor personnel for any particular MSA Order for any reason, including breach of security, unacceptable business conduct, or incompetence, within three (3) working days of notification by the State. The State reserves the right to replace such personnel. There shall be no penalty to the State for such early termination.
- g. Contractor must provide, in one single submission, all appropriate personnel resumes to the requesting State agency within the time frame stipulated. If a resume for the same candidate is submitted by another contractor for the same MSA Order, the candidate must agree to accept the lowest hourly rate of the associated contractors that submitted the same candidate resume. If the candidate is selected and will not work at the Contractor's rate, Contractor cannot submit the candidate's resume again during the term of the MSA contract. If it is submitted again, the State reserves the option to terminate the Contractor's entire MSA contract without penalty to the State.
- h. The State has the right to require the Contractor to stop or suspend work on any MSA order by ten (10) working days written notice. The Contractor agrees to stop or suspend work earlier than ten (10) days if Contractor employees engaged in the work can be reassigned to other duties.

ATTACHMENT I RATE SCHEDULE

NOTE: At the time of contract award, the Contractor's applicable Attachment I from RFP

Section III, Cost shall replace this page and become the authorized Rate

Schedule(s) by Cateogory award.

EXHIBIT C ATTACHMENT 2 STATEMENT OF WORK

/// EXAMPLE ///

A. Contractor Classification/Level

Associate level CICS programmer.

B. Contractor Experience/Knowledge

Three (3) years paid experience programming in a CICS environment. Individuals must have knowledge and ability to use structured programming techniques.

C. Contractor Task Description

The objective of this task is to specify tasks, deliverables, responsibilities and other requirements for the development of a program to format and print simulated 70/752 displays from a sequential data set. This sequential data set contains output messages generated by CICS test runs.

E. Tasks and Responsibilities

- 1. Code and test simulator program.
- 2. Product detail program specification.
- 3. Produce JCL and operations procedure for program.

F. Deliverables

- 1. Source code and source listing for simulator program.
- 2. Detail program specification.
- 3. JCL and operations procedure.

G. Completion Criteria

Delivery of the program and associated deliverable items listed under heading "F" above will constitute completion of this task.

H. State Responsibilities

- 1. Provide functional specification detailing output message formats and resulting screen displays.
- 2. Provide input sequential data set of messages for program test.
- 3. Verify test results.
- 4. Indicate acceptance of program.
- 5. Provide computer time.

Glossary of Terms for IT Consulting MSA

- **1. ACTIVITY-** An element of work performed during the course of a project. An activity normally has an expected duration, an expected cost, and expected resource requirements. Activities are often subdivided into tasks.
- **2. ACTUAL COST OF WORK PERFORMED (ACWP)** Total costs incurred (direct and indirect) in accomplishing work during a given time period
- **3. ACTUAL FINISH DATE (AF) -** The point in time that work actually ended on an activity (Note: in some application areas, the activity is considered "finished" when work is "Substantially complete".)
- **4. ACTUAL START DATE (AS)-** The point in time that work actually started on an activity.
- **5. BASELINE** The original plan (for a project, a work package, or an activity), plus or minus approved changes. Usually used with a modifier (e.g. cost baseline, schedule baseline, performance measurement baseline).
- **6. CONTRACT-** A contract is a mutually binding agreement which obligates the seller to provide the specified product and obligates the buyer to pay for it. Contracts generally fall into one of three broad categories:
 - *Fixed price or lump sum contracts-this category of contract involves a fixed total price for a well-defined product. Fixed price contracts may also include incentives for meeting or exceeding selected project objectives such as schedule targets
 - Cost reimbursable contracts-this category of contract involves payment (reimbursement) to the contractor for its actual costs. Costs are usually classified as direct costs (costs incurred directly by the project, such as wages for members of the project team) and indirect costs (costs allocated to the project by the performing organization as a cost of doing business, such as salaries for corporate executives). Indirect costs are usually calculated as a percentage of direct costs. Cost reimbursable contracts often include incentives for meeting or exceeding selected project objectives such as schedule targets or total cost.
 - Unit price contracts-the contractor is paid as a preset amount per unit of service (e.g., \$70 per hour for professional services or \$1.08 per cubic yard of earth removed) and the total value of the contract is a function of the quantities needed to complete the work.

*This category is being used for this MSA.

- **7. COST ESTIMATING -** Estimating the cost of the resources needed to complete project activities.
- **8. CRITICAL ACTIVITY -** Any activity on a critical path. Most commonly determined by using the critical path method. Although some activities are "critical" in the dictionary sense without being on the critical path, this meaning is seldom used in the project context.
- **9. CRITICAL PATH** In a project network diagram, the series of activities which determines the earliest completion of the project. The critical path will generally change from time to time as activities are completed ahead of or behind schedule. Although normally calculated for the entire project, the critical path can also be determined for a milestone or subproject. The critical path is usually defined as those activities with float less than or equal to a specified value, often zero.
- **10. CURRENT FINISH DATE -** The current estimate of the point in time when an activity will be completed.
- 11. **CURRENT START DATE** The current estimate of the point in time when an activity will begin.
- **12. DELIVERABLE** Any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project. Often used more narrowly in reference to an external deliverable, which is a deliverable that is subject to approval by the project sponsor or customer.
- **13. DURATION** (**DU**) The number of work periods (not including holidays or other nonworking periods) required to complete an activity or other project element. Usually expressed as workdays or workweeks. Sometimes incorrectly equated with elapsed time.
- **14. EARLY FINISH DATE (EF)** In the critical path method, the earliest possible point in time on which the uncompleted portions of an activity (or the project) can finish based on the network logic and any schedule constraints. Early finish dates can change as the project progresses and changes are made to the project plan.
- **15. EARLY START DATE (ES)** In the critical path method, the earliest possible point in time on which the uncompleted portions of an activity (or the project) can start based on the network logic and any schedule constraints. Early start dates can change as the project progresses and changes are made to the project plan.
- **16. EFFORT** The number of labor units required to complete an activity or other project element. Usually expressed as staffhours, staffdays, or staffweeks. Should not be confused with duration.

- 17. **ESTIMATE** An assessment of the likely quantitative result. Usually applied to project costs and durations and should always include some indication of accuracy (e.g., \pm x percent). Usually used with a modifier (e.g., preliminary, conceptual, feasibility). Some application areas have specific modifiers that imply particular accuracy ranges (e.g., order-of-magnitude estimate, budget estimate, and definitive estimate in engineering and construction projects).
- **18. FAST TRACKING** Compressing the project schedule by overlapping activities that would normally be done in sequence, such as design and construction.
- **19. FINISH DATE** A point in time associated with an activities completion. Usually qualified by one of the following: actual, planned, estimated, scheduled, early, late baseline, target or current.
- **20. FINISH-TO-FINISH** (**FF**) See logical relationship.
- **21. FINISH-TO-START** (**FS**) See logical relationship.
- **22. FIRM FIXED PRICE (FFP) CONTRACT -** A type of contract where the buyer pays the seller a set amount (as defined by the contract) regardless of the seller's cost.
- **23. FIXED PRICE CONTRACT** See firm fixed price contract.
- **24. FLOAT** The amount of time that an activity may be delayed from its early start without delaying the project finish date. Float is a mathematical calculation and can change as the project progresses and changes are made to the project plan. Also called slack, total float, and path float.
- **25. LATE FINISH DATE (LF)** In the critical path method, the latest possible point in time that an activity may completed without delaying a specified milestone (usually the project finish date).
- **26. LATE START DATE (LS)** In the critical path method, the latest possible point in time that an activity may start without delaying a specified milestone (usually the project finish date).
- **27. LIFE-CYCLE COSTING** The concept of including acquisition, operating, and disposal costs when evaluating various alternatives.
- **28. LOGICAL RELATIONSHIP** A dependency between two project activities, or between a project activity and a milestone. The four possible types of logical relationships are:
- Finish-to-start—The "from" activity must finish before the "to" activity can start.
- Finish-to-finish—The "from" activity must finish before the "to" activity can finish.
- Start-to-start—The "from" activity must start before the "to" activity can start.
- Start-to-finish—The "from" activity must start before the "to" activity can finish.

- **29. NETWORK ANALYSIS** The process of identifying early and late start and finish dates for the uncompleted portions of project activities. See also Critical Path Method.
- **30. PROGRAM** A group of related projects managed in a coordinated way. Programs usually include and element of ongoing activity.
- **31. PROJECT** A temporary endeavor undertaken to create a unique product or service.
- **32. PROJECT LIFE CYCLE** A collection of generally sequential project phases whose name and number are determined by the control needs of the organization or organizations involved in the project.
- **33. PROJECT MANAGEMENT (PM)** The application of knowledge, skills, tools, and techniques to project activities in order to meet or exceed stakeholder needs and expectations from a project.
- **34. PROJECT MANAGEMENT BODY OF KNOWLEDGE (PMBOK)** An inclusive term that describes the sum of knowledge within the profession of project management. As with other professions such as law, medicine, and accounting, the body of knowledge rests with the practitioners and academics who apply and advance it. The PMBOK includes proven, traditional practices which are widely applied as well as innovative and advanced ones which have seen more limited use.
- **35. PROJECT MANAGEMENT SOFTWARE** A class of computer applications specifically designed to aid with planning and controlling project costs and schedules.
- **36. PROJECT MANAGEMENT TEAM** The members of the project team who are directly involved in project management activities. On some smaller projects, the project management team may include virtually all of the project team members.
- **37. PROJECT MANAGER** The individual responsible for managing a project.
- **38. PROJECT PHASE** A collection of logically related project activities, usually culminating in the completion of a major deliverable.
- **39. PROJECT PLAN** A formal, approved document used to guide both project execution and project control. The primary uses of the project plan are to document planning assumptions and decisions, to facilitate communication among stakeholders, and to document approved scope, cost, and schedule baselines. A project plan may be a summary or detailed.
- **40. PROJECT PLAN DEVELOPMENT** Taking the results of other planning processes and putting them into a consistent, coherent document.
- **41. PROJECT PLAN EXECUTION** Carrying out the project plan by performing the activities included therein.
- **42. PROJECT PLANNING** The development and maintenance of the project plan.

- **43. PROJECT PROCUREMENT MANAGEMENT** A subset of project management that includes the processes required to acquire goods and services from outside the performing organization. It consists of procurement planning, solicitation planning, solicitation, source selection, contract administration, and contract close out.
- **44. PROJECT QUALITY MANAGEMENT -** A subset of project management that includes the processes required to ensure that the project will satisfy the needs for which it was undertaken. It consists of quality planning, quality assistance, and quality control.
- **45. PROJECT RISK MANAGEMENT -** A subset of project management that includes the processes concerned with identifying, analyzing, and responding to project risk. It consists of risk identification, risk quantification, risk response development, and risk response control.
- **46. PROJECT SCHEDULE** The planned dates for performing activities and the planned dates for meeting milestones.
- **47. PROJECT SCOPE MANAGEMENT** A subset of project management that includes the processes required to ensure that the project includes all of the work required, and only the work required, to complete the project successfully. It consists of initiation, scope planning, scope definition, scope verification, and scope change control.
- **48. PROJECT TEAM MEMBERS** The people who report either directly or indirectly to the project manager.
- **49. PROJECT TIME MANAGEMENT** A subset of project management that includes the processes required to ensure timely completion of the project. It consists of activity definition, activity sequencing, activity duration estimating, schedule development and schedule control.
- **50. QUALITY ASSURANCE (QA)** (1) The process of evaluating overall project performance on a regular basis to provide confidence that the project will satisfy the relevant quality standards. (2) The organizational unit that is assigned responsibility for quality assurance.
- **51. QUALITY CONTROL** (**QC**) (1) The process of evaluating specific project results to determine if they comply with relevant quality standards and identifying ways to eliminate causes of unsatisfactory performance. (2) The organizational unit that is assigned responsibility for quality control.
- **52. QUALITY PLANNING** Identifying which quality standards are relevant to the project and determining how to satisfy them.
- **53. REQUEST FOR PROPOSAL** (**RFP**) A type of bid document used to solicit proposals from prospective sellers of products or services. In some application areas it may have a narrower or more specific meaning.
- **54. RISK IDENTIFICATION** Determining which risk events are likely to affect the project.

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- **SCOPE** The sum of the products and services to be provided on a project.
- **56. SCOPE CHANGE** Any change to the project scope. A scope change almost always requires an adjustment to the project cost or schedule.
- **57. SCOPE CHANGE CONTROL** Controlling changes to the project scope.
- **58. SCOPE DEFINITION** Decomposing the major deliverables into smaller, more manageable components to provide better control.
- **59. SCOPE PLANNING** Developing a written scope statement that includes the project justification, the major deliverables, and the project objectives.
- **60. SCOPE VERIFICATION** Ensuring that all identified project deliverables have been completed satisfactorily.
- **61. SOLICITATION** Obtaining quotations, bids, offers, or proposals as appropriate.
- **START DATE** A point in time associated with an activities start, usually qualified by one of the following: actual, planned, estimated, scheduled, early, late, target, baseline, or current.
- **63. START-TO-FINISH** See logical relationship.
- **64. START-TO-START** See logical relationship.
- **65. STATEMENT OF WORK (SOW)** A narrative description of products or services to be supplied under contract.
- **66. TARGET COMPLETION DATE (TC)** An imposed date which constrains or otherwise modifies the network analysis.
- **67. TARGET FINISH DATE (TF)** The date work is planned (targeted) to finish on an activity.
- **68.** TARGET START DATE (TS) The date work is planned (targeted) to start on an activity.

(Use your department's letterhead)



REQUEST FOR OFFER (RFO) ISSUED AGAINST THE DEPARTMENT OF GENERAL SERVICES, PROCUREMENT DIVISION MASTER AGREEMENTS & CONTRACTS SECTION MASTER SERVICES AGREEMENT FOR MSA/2001/INFORMATION TECHNOLOGY CONSULTING SERVICES

MSA/2001/INFORMATION TECHNOLOGY CONSULTING SERVICES
FOR:
(ordering agency insert the category # / name of service category/ subcategory)
Date)
You are invited to review and respond to this Request for Best Offer (RFO), entitled <i>(RFO Numb</i> and Project Name). In submitting your RFO, you must comply with the instructions found herein The services required are delineated in the Statement of Work.
Please read the enclosed document carefully. The RFO due date is (insert the day of week, MM/DD/YY and time). Mail your response and (#) of copies clearly labeled to:
ACENCY CONTACT INCODMATION.

AGENCY CONTACT INFORMATION:

(Contact Person's Name) (Agency Name) Address (Telephone, Fax Number, & Email address)

Any questions regarding this RFO should be directed to the contact named above.

MSA/2001/INFORMATION TECHNOLOGY CONSULTING SERVICES GENERAL INFORMATION

A. <u>Background and Purpose of RFO for Services</u>

(The user agency should provide a brief overview of the business problem statement (scope of work) and purpose of this RFO document. The user agency may want to include a target start date for the project and estimated time duration of project.)

B. Key Dates

It is recognized that time is of the essence. All proposers are advised of the following schedule and will be expected to adhere to the required dates and times.

Event		<u> </u>	
	Release of RFO		
	RFO Response Submission Due Date (time)		
	Contractor Presentations and Interviews (if requested)		
	Proposed Order Award Date		

C. <u>RFO Response Guidelines</u>

This RFO and the Contractor's response to this document will be made a part of the MSA order documents and resulting ordering agency's contract file.

Responses to this RFO must contain all data/information requested and must conform to the format described in this section. It is the Contractor's responsibility to provide all required data and any other information deemed necessary for the State's evaluation team to determine and verify the Contractor's ability to perform the tasks and activities defined in the Contractor's Statement of Work. The Contractor needs to submit at least two copies of the RFO response to the State (or the # of copies specified on the face sheet).

1. RFO Response Content

The following the documents must be submitted in the RFO response:

- a. Exhibit A1 Scope of Work-the Contractor must submit a response that maps each task/deliverable item back to the Exhibit A, Scope of Work, described in this RFO. The Contractor must submit additional sheets titled "Contractor's Response to RFO" along with the RFO number/name.
 - (1) Describe how the Contractor will perform the tasks identified in the Statement of Work, Exhibit A.
 - (2) Provide outlines and/or samples (from other completed projects) to be produced as deliverables associated with the tasks in the Statement of Work. Be prepared to provide customer references from previous projects that are similar in nature to the scope as identified in the Statement of Work.
 - (3) Provide an organization chart identifying Contractor's proposed team.
 - (4) Provide assumptions used to develop the response.
 - (5) Provide a work plan for each task, including a description of subtasks.
 - (6) Provide additional State and Contractor responsibilities not identified in the Statement of Work, if any.
 - (7) Provide resumes for each contractor staff person proposed detailing his/her experience.
 - (8) Provide a document that details the staff hours by classification, hourly rate per classification by task(s) and deliverable(s), and total cost per task/deliverable that maps to the Statement of Work.

MSA/2002/INFORMATION TECHNOLOGY CONSULTING SERVICES GENERAL INFORMATION

b. Exhibit A2 – Cost Worksheet—all costs must be filled in by Contractor.

c. Administrative Requirements

Contractor must provide a response to the following administrative requirements: (NOTE: the ordering agency must select which of the following items WILL be required as part of this RFO and provide the appropriate language which describes each of the requirements.)

- (1) Professional Errors and Omissions Insurance
- (2) Disabled Veteran Business Enterprise participation
- (3) Target Area Contract Preference Act (TACPA), Local Agency Military Base Recovery Area (LAMBRA), and Enterprise Zone Act (EZA)
- (4) Small Business Preference
- (5) If the Contractor is using subcontractors, the firm name, contact person, address including city/state/zip and a phone and fax number must be listed on a separate sheet. Subcontracts are subject to ALL of the requirements, terms and conditions, and procedures detailed in this MSA.

2. Presentations/Interviews

The ordering agency may request a presentation/interview from the top 2-3 contractors based on the submitted RFO responses. If required, please refer to Section C, Key Dates of this section. NOTE: The Contractor's proposed key project staff (as identified in the organization chart for the project team) must be in attendance at such meetings.

2001/MSA/INFORMATION TECHNOLOGY CONSULTING SERVICES Evaluation Information

A. Evaluation Process

- 1. At the time of RFO response are reviewed, each response will be checked for the presence or absence of required information in conformance with the submission requirements of this RFO.
- 2. The State will put each response through a process of evaluation to determine its responsiveness to the State's needs.
- 3. The following "rating criteria" are suggested items to consider.
 - Do the tasks identified support the complete Statement of Work requirements?
 - Are the outlines/samples (from other completed projects) of deliverables acceptable and will they support the Statement of Work? Did the Contractor include references from previous projects which are similar in nature to the work outlined in this RFO?
 - Does the organization chart identifying proposed team members adequately support the Statement of Work?
 - Do the assumptions used to develop the response make sense in relation to the Statement of Work?
 - Does the work plan for each task, including a description of subtasks adequately support the Statement of Work?
 - Do the "additional" State and Contractor responsibilities identified in the Statement of Work seem reasonable?
 - Do the resumes for each staff person proposed for project team provide adequate experience/knowledge to support the Statement of Work?

2001/MSA/INFORMATION TECHNOLOGY CONSULTING SERVICES Evaluation Information

The client agency must designate the type of evaluation method to be used—low cost or best value.

a) LOW COST

If the final selection will be made on the basis of the lowest responsible cost, the evaluation criterion is very simple-the contractor's response that is responsive to all requirements and is the low cost wins.

b) BEST VALUE

If the final selection will be made based on best value to the State, those RFO responses that responded to all areas of the RFO will be deemed responsive. Those responses will then be subject to the following evaluation review. The responses are scored based on the rating criteria for each Scope of Work requirement, responsiveness to the administrative requirements, and the cost worksheet. The selection process is then based on the justification of the Contractor response that "best" meets the State's requirements.

- 4. Contractor must complete the cost sheet that identifies the staff hours by classification, hourly rate per classification, the task by deliverable(s) and total cost per deliverable identified in the Statement of Work—see Exhibit A, Statement of Work, Cost Worksheet.
- 5. The pages titled "Contractor Evaluation and Selection Form" will be the evaluation form. The sample that follows can serve as a dual-purpose document--it details the evaluation process to be used by the ordering agency. These pages can also be used as the evaluation documents for responses to this RFO.

MSA/2001/INFORMATION TECHNOLOGY CONSULTING SERVICES CONTRACTOR EVALUATION AND SELECTION FORM

The ordering agency must select BEST VALUE or COST

(please print)

•-	General Information			
		ncy:		
		gned Order Number:		
		on:	_ Email	
	address:			
	Voice Num	ber:		Fax
2.	<u> </u>	Number/Name of Service		
	_			
3.	-	ness of each RFO respor dor to the RFO requireme		-
4.	The following three su	b-sections must be comp	leted by the e	valuation team:
	a. Administrative Requi	rements met:		
		ncy needs to identify if these re		
		Professional Errors and O		
		Disabled Veteran Busines		
		Target Area Contract Prefe		
		Local Agency Military Bas		a (LAMBRA)
		Enterprise Zone Act (EZA)		
		Small Business Preference		award)
	YesNoN/A	List of subcontractors atta	ached	

MSA/2001/INFORMATION TECHNOLOGY CONSULTING SERVICES CONTRACTOR EVALUATION AND SELECTION FORM—CONT'D FOR: BEST VALUE or COST

b. Scope of Work Requirements

	b. Coope of from Requirements	00117040707	00117040707	00117040707
		CONTRACTOR	CONTRACTOR	CONTRACTOR
		NAME:	NAME:	NAME:
1	Do the tasks identified support the complete	Score:	Score:	Score:
	Statement of Work requirements?			
2	Are the outlines/samples (from other completed	Score:	Score:	Score:
	projects) of deliverables acceptable and will they			
	support the Statement of Work? Did the			
	Contractor include references from previous			
	projects that are similar in nature to the work outlined in this RFO?			
3	Does the organization chart identifying proposed	Score:	Score:	Score:
3	team members adequately support the Statement			
	of Work?			
4	Do the assumptions used to develop the	Score:	Score:	Score:
	response make sense in relation to the Statement			
	of Work?			
5	Does the work plan include a description for	Score:	Score:	Score:
	tasks/subtasks that support the Statement of			
	Work?			
6	Do the "additional" State and Contractor	Score:	Score:	Score:
	responsibilities identified in the Statement of			
_	Work seem reasonable?	_		
7	Do the resumes for each staff person proposed	Score:	Score:	Score:
	for project team provide adequate			
	experience/knowledge to support the Statement of Work?			
	OI WOIK!			

If making Best Value Selection, complete all sections, NOTE: section 4b must have a numeric score of 1 - 10. The numeric score rating is: 1 = not acceptable, and 10 = very acceptable. If making Low Cost Selection, complete all sections, NOTE: section 4b must have a score of pass or fail.

c. CostEnter total \$ bid	\$	\$ \$	
Name of the Selected Contract Justification:	or		

Attach additional pages, if necessary

MSA/2001/INFORMATION TECHNOLOGY CONSULTING SERVICES EXHIBIT A – SCOPE OF WORK

A. SCOPE AND DESCRIPTION

(The agency needs to be fairly detailed in describing the expected scope of the project including the need for phases, in necessary.)

CONTRACTOR TASKS AND RESPONSIBILITIES

(The agency needs to list some of the expected tasks.)

DELIVERABLES

(The agency needs to list some of the deliverables expected, i.e., reports, meetings, committee assignments, etc.)

ACCEPTANCE CRITERIA

(The agency needs to be clear on acceptance. It shall be the State's sole determination as to whether a deliverable has been successfully completed and is acceptable to the State. There must be a signed acceptance document before invoices are processed for payment.)

Acceptance criteria shall consist of the following:

- 1. Reports on written deliverables are completed as specified and approved.
- 2. All deliverables must be in a format that can be used by the State.
- 3. If a deliverable is not acceptance, the State shall provide the reason in writing within 5 days of receipt of the deliverable.

OTHER REPORTING REQUIREMENTS

- On a ______ (weekly or monthly) basis, each contractor staff person shall complete a timesheet.
- 2. The Contractor will develop and provide ad hoc reports as deemed appropriate and necessary.

STATE RESPONSIBILITIES

1. Provide access to business and technical documents as necessary for the Contractor to complete the tasks identified under this agreement.

TRAVEL

1. If travel reimbursement has been agreed to by client agency, need to state what the agreement for travel expenses is here.

MSA/2001/INFORMATION TECHNOLOGY CONSULTING SERVICES EXHIBIT A – SCOPE OF WORK--COST WORKSHEET

DIRECT LABOR	_HOURS	RATE	TOTAL	TASK	DELIVERABL	<u>ES</u>
Senior Project Mgr.	@				-	
Project Manager	@				- · ·	
Sr. Tech. Leader	@					
Tech. Leader	@					
Application Analyst	@					
Systems Analyst	@				<u> </u>	
Sr. Programmer	@					
Staff Programmer	@					
Assoc. Programmer	@					
Instructor	@		·		- ·	
Subtotal				\$		
SUBCONTRACTOR(S) COST ITEMIZED)		\$		
Identify the subcont lour costs awarded t		nd hourly co	ost, etc.—NO	TE: the hou	rly cost cannot e	xceed th
			@			
			@			
	Subtotal					\$
DIRECT COSTS (EX	CEPT LABOR)					
	Travel Cos	sts (as allow	ed and appro	ved by orde	ering agency)	\$
TOTAL COSTS						\$